

ITEM 9:

RADIATION MONITORING INSTRUMENTS

Radiation monitoring instruments will be calibrated by a person qualified to perform survey meter calibrations.

1. Ludlum Survey Meter, Model #14-C, with Ludlum Probe Model 7, Model 9, or Model 44-38 or comparable units. Qty 1 unit. Scale: 0.1X, 1X, 10X, 100X, 1000X Range : 0-2 mR/hr
2. Ludlum Model 2200 Scaler, and the Model 243 NaI probe (2" x2") plus well, with lead shield assembly for counting of wipe test samples, or a comparable equivalent. Qty :1 unit

DOSE CALIBRATOR AND OTHER EQUIPMENT USED TO MEASURE DOSAGES OF UNSEALED BYPRODUCT MATERIAL

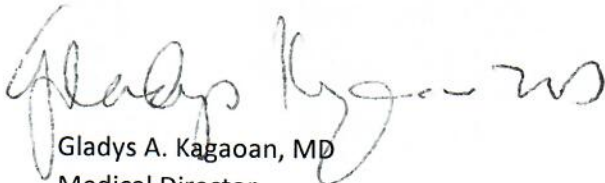
Equipment used to measure dosages will be calibrated in accordance with nationally recognized standards or the manufacturer's instructions.

1. CRC-55tR Dose Calibrator with Ionization chamber, display screen, Chamber well Insert and Dipper, and PC Port or a comparable equivalent.

OTHER EQUIPMENT

The hot lab will be equipped with:

1. L block shield for the storage and preparation of radiopharmaceuticals
2. Syringe shields for the handling of radiopharmaceuticals
3. Lead syringe holder (pig) for transport
4. Lead bricks for shielding of the dose prep area
5. Cabinetry workspace, supplies, and the decay-in-storage of contaminated wastes.



Gladys A. Kagaoan, MD
Medical Director

Trinity Health of New England Medical Group
GHC Nuclear Laboratory
Tel No : (860)527-6247
Fax No: (860)549-7936

SUMMARY SHEET TO TENANT LEASE AGREEMENT

Basic Lease Provisions

The following are certain basic lease provisions which are part of, and in certain instances referred to in subsequent provisions of, the attached Lease. In the event of any discrepancy between the terms of this Summary Sheet and the terms of the Lease, the terms of the Lease shall control.

1. Effective Date of Lease: **2/3/2022** ~~XXXXXX~~
2. Landlord: SFV Canton Owner, LLC, a Delaware limited liability company
3. Tenant: Trinity Health Of New England Provider Network Organization, Inc., a Connecticut medical foundation
4. Trade Name: Trinity Health Of New England Medical Group
5. Common Address & Suite Number of Premises: 110 Albany Turnpike, Canton, CT 06019
Suite 209, located within a building (the "**Building**") which Building is part of the shopping center known as The Shoppes at Farmington Valley (the "**Shopping Center**"), the initial boundaries of which are delineated on said **Exhibit A** attached hereto.
Possession Date: The Effective Date of Lease
Rent Commencement Date: The earlier of (i) the day Tenant opens for business at the Premises, or (ii) the 150th day following the Possession Date (the "**Required Opening Date**").
Lease Year: As defined in Section 2(c).
6. Lease Expiration Date: month The last day of the sixtieth (60th) full calendar following the Rent Commencement Date

SIGNATURE PAGE TO TENANT LEASE AGREEMENT

BY AND BETWEEN

SFV Canton Owner, LLC

AS LANDLORD

AND

Trinity Health Of New England Provider Network Organization, Inc. d/b/a Trinity Health Of
New England Medical Group

AS TENANT

LANDLORD:

SFV CANTON OWNER, LLC,
a Delaware limited liability company

DocuSigned by:

Richard A. Marks

By: _____

Printed Name: **Richard A. Marks**

Its: **Vice President & Secretary**

SIGNATURE PAGE TO TENANT LEASE AGREEMENT

BY AND BETWEEN

SFV Canton Owner, LLC

AS LANDLORD

AND

Trinity Health Of New England Provider Network Organization, Inc. d/b/a Trinity Health Of
New England Medical Group

TENANT: Trinity Health Of New England
Provider Network Organization, Inc., a
Connecticut medical foundation

By: 
Printed Name: Jennifer S. Schneider
Its: Regional Chief Financial Officer

(6) Tenant shall not store at, or dispense from, the Premises any narcotics or other controlled substances (including, without limitation, OxyContin and OxyCodone) without first obtaining Landlord's approval thereof, which approval may take into account, without limitation, the quantity and nature of such substances to be stored at or dispensed from the Premises and the procedures for the safekeeping thereof.

(7) Tenant shall not use any radioactive materials in the Premises, except as may be specifically approved by Landlord, in its reasonable discretion; provided, however, that Landlord acknowledges that the Tenant will operate an X-Ray unit at the Premises and no consent of Landlord is required for such operation. Any medical equipment ("Medical Equipment") installed or operated in the Premises shall be installed and operated in accordance with all Applicable Requirements and with the provisions of this Lease, and further shall be operated in such a fashion that no noise, odor or vibration therefrom is discernable outside the Premises. Tenant shall have the right to install, maintain and operate audio equipment within the Premises, provided that no sound from the use of such system (whether for music, announcements or otherwise) shall be discernable outside the Premises.

(8) Tenant shall ensure that the interior of its examination and procedure rooms are not visible from outside the Premises during any times when patient examinations or procedures are underway. Without limiting the foregoing, Tenant shall ensure that no one can see into any examination or procedure room from the parking lot or the walkways serving the Building during any times when patient examinations or procedures are underway. Tenant shall accomplish this by keeping blinds (including top-down blinds) in its examination and procedure rooms, up to a level of at least six (6) feet off the floor, closed during any times when patient examinations or procedures are underway, or by such other means as Landlord may approve in accordance with the terms hereof.

(9) Tenant shall cooperate with Landlord's reasonable rules and regulations concerning the location where Tenant's patients may be dropped off or picked up by ambulances, public transportation vehicles, taxicabs or limousines, and private vehicles.

(10) Without limiting the other restrictions on the use of the Premises for the use permitted hereunder, in no event shall the Premises be used for (i) procedures which good medical practice dictates be performed in a hospital or ambulatory surgical center, (ii) surgeries which require overnight stays, or (iii) objectionable uses, which shall include (without limitation) abortion or abortion-related services, drug rehabilitation, methadone clinics, mental health clinics and bioengineering.

(11) Hazardous Material.

(i) As used in this Section 26(1), the term "Hazardous Material" means any hazardous or toxic substance, material or waste or petroleum derivative which is or becomes regulated by any Hazardous Materials Law, specifically including radioactive materials, live organisms, viruses and fungi, medical waste, and so-called "biohazard" materials. The term Hazardous Material includes, without limitation, any material or substance which is (i) designated as a "hazardous substance" pursuant to Section 1311 of the Federal Water Pollution Control Act (33 U.S.C. Section 1317), (ii)

defined as a "hazardous waste" pursuant to Section 1004 of the Federal Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq. (42 U.S.C. Section 6903), (iii) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601 et seq. (42 U.S.C. Section 9601), (iv) a so-called "biohazard" or medical waste, or is contaminated with blood or other bodily fluids, or (v) a chemically active material; and "Hazardous Materials Laws" include any laws, rules or regulations governing the production, possession, storage and disposal any such materials, including, without limitation, the laws listed in the preceding clauses (i) through (iii).

(ii) Tenant shall not bring or permit to be brought or kept in or on the Premises or elsewhere in the Building or Shopping Center any Hazardous Materials. Notwithstanding the foregoing, Tenant shall be permitted to use and store at the Premises Hazardous Materials which are typically used or generated in the operation of medical/dental offices of the type permitted in the Permitted Use and non-medical offices of the type permitted in the Permitted Use, provided that such materials are stored, used and disposed of in strict compliance with all applicable Hazardous Materials Laws and with good scientific and medical practice. However, with respect to any of Tenant's Hazardous Materials which Tenant does not properly handle, store or dispose of in compliance with all applicable Hazardous Materials Laws and good scientific and medical practice, Tenant shall, upon written notice from Landlord, no longer have the right to bring such material into the Building or generate such material at the Premises, and all trash removal services provided by Landlord shall cease, until Tenant has demonstrated, to Landlord's reasonable satisfaction, that Tenant has implemented programs to thereafter properly handle, store or dispose of such material.

(iii) Tenant shall maintain in the Premises available for inspection by Landlord a "Hazardous Materials List" of all Hazardous Materials transported, stored, used, handled, recycled or disposed of by Tenant in connection with Tenant's operations within the Premises. An initial Hazardous Materials List indicating such materials shall be available for inspection by Landlord prior to the commencement of the term of this Lease and shall be updated throughout the term of this Lease upon any change in usage, processing method or system, or any material change in quantity, of such materials. Furthermore, Tenant shall maintain in the Premises available for Landlord's inspection a copy of a current Material Safety Data Sheet for each chemical on the Hazardous Materials List and any other information required by law to be maintained in connection with the Tenant's operations within the Premises. Tenant shall provide Landlord on request with evidence of the proper licensing, if and as required by Applicable Requirements, of any individuals or entities handling Hazardous Materials in the Premises.

(iv) Tenant may dispose of any chemicals used in its operations within the Premises in the sewer system serving the Premises and/or the Building only if and to the extent permitted by the Applicable Requirements. All chemicals used in connection with Tenant's operations shall be properly stored and removed from the Premises in full compliance with all Applicable Requirements. To the extent that such disposal is hereafter permitted, disposal must be done in strict compliance with the Applicable Requirements. Tenant shall make available for Landlord's inspection all documentation provided by the manufacturer relating to the design and operation of any of Tenant's

equipment involved in the generation of waste that is subject to the Applicable Requirements, including without limitation piping or chemical transport diagrams and the manufacturers' description of the methods used by the system to achieve any required pH levels. Tenant shall obtain and maintain in full force and effect all permits required by applicable laws for storage and disposal by Tenant of any Hazardous Materials disposed of by Tenant.

(v) Tenant is responsible for the design, maintenance and operation of all apparatus associated with Tenant's operations within the Premises and such apparatus as may be required by Applicable Requirements.

(vi) NOTICE: THE FOREGOING IS NOT A CHECKLIST FOR COMPLIANCE WITH APPLICABLE LAW. THE TENANT IS ULTIMATELY RESPONSIBLE FOR ASCERTAINING, AND OPERATING IN ACCORDANCE WITH, ALL APPLICABLE REQUIREMENTS. NOTHING IN THIS LEASE, NOR ANY OTHER REQUIREMENTS OR SPECIFIC "APPROVAL" OR "CONSENT" AT ANY TIME GIVEN BY LANDLORD, SHALL BE CONSTRUED IN ANY WAY TO DIMINISH TENANT'S RESPONSIBILITY TO COMPLY WITH APPLICABLE REQUIREMENTS, TO RELEASE TENANT FROM LIABILITY FOR TENANT'S OPERATIONS OR DELETERIOUS EFFECTS OF THE MATERIALS USED BY THE TENANT, OR IN ANY WAY TO AFFECT OR DIMINISH LANDLORD'S RIGHTS AND REMEDIES PURSUANT TO THE INDEMNITY PROVISIONS CONTAINED IN THIS LEASE.

(vii) Any increase in the premium for necessary insurance on the Premises or the Building which arises from Tenant's use and/or storage of these Hazardous Materials (as stated by any insurance company or by the applicable insurance rating bureau) shall be solely at Tenant's expense. Tenant shall procure and maintain at its sole expense such additional insurance as may be necessary to comply with any requirement of any federal, state or local government agency with jurisdiction. Tenant shall comply both with any requirements of Landlord's insurance carrier and with any requirements of the Board of Fire Underwriters in its use of the Premises.

(12) During any time in which all or a portion of the Premises are used for the Permitted Use, in addition to any insurance otherwise required to be maintained under the Lease, the Tenant shall secure, acquire and maintain, or cause to be secured, acquired and maintained, Professional Liability Insurance (Medical Malpractice) covering each doctor employed in the Premises by Tenant, or otherwise practicing in the Premises, in limits not less than the greater of (i) amounts required by applicable laws and such individual's medical license, and (ii) One Million Dollars (\$1,000,000.00) per occurrence, with an aggregate limit of Three Million and 00/100 Dollars (\$3,000,000.0) per physician, and an overall aggregate for all medical providers of Tenant and its affiliates of Five Million Dollars (\$5,000,000.00), covering all exposures customary and standard for Tenant's business, and (if provided on a claims-made basis instead of an occurrence basis) continuing in force by renewal or extended reporting provision for not less than three years after cessation of the Permitted Use at the Premises. This coverage form may be "claims made" and include defense expense within the limit of liability. This requirement shall survive the expiration or earlier termination of the term of this Lease.

(13) Tenant hereby agrees to indemnify, defend and save Landlord, its agents, employees and contractors harmless of any from all liability, loss, damages, costs or expenses, including reasonable attorneys' fees, incurred in connection with any claims of any nature whatsoever as the result of any injury to any individual or entity occasioned by contact with or exposure to any infectious, infected, hazardous or contaminated material, substance or thing utilized, applied, removed or received by Tenant, its agents or employees.

(14) On or before the date that Tenant, and anyone claiming by, through or under Tenant, vacates the Premises, and immediately prior to the time that Tenant delivers the Premises to Landlord, Tenant shall:

(a) Only if radioactive chemicals are used in the Premises, cause the Premises to be decommissioned in accordance with the regulations of the U.S. Nuclear Regulatory Commission and/or the Department of Public Health for the control of radiation, cause the Premises to be released for unrestricted use by the radiation control program of the Department of Public Health for the control of radiation, and (unless waived in writing by Landlord) deliver to Landlord the report of a certified industrial hygienist stating that he or she has examined the Premises and found no evidence that such portion contains Hazardous Materials or is otherwise in violation of any Hazardous Material Law, as defined in this Section 26(t); and

(b) Provide to Landlord a copy of its most current chemical waste removal manifest and a certification from Tenant executed by an officer of Tenant that no Hazardous Materials or other potentially dangerous or harmful chemicals brought onto the Premises from and after the Commencement Date remain in the Premises.

(15) If Tenant breaches its obligations under this **Section 26(t)**, Landlord shall send Tenant notice thereof, except that no notice shall be required in an emergency, following receipt of which Tenant shall immediately take any and all action reasonably appropriate to remedy the same, including taking all appropriate action to clean up or remediate any contamination resulting from Tenant's use, generation, storage or disposal of Hazardous Materials. If Tenant fails to commence any such action within five (5) calendar days' written notice from Landlord to Tenant, or such shorter period as may be practicable under the circumstances in the event of an emergency involving the violation of a Hazardous Materials Law (the "**Cure Period**"), Landlord may take any and all action reasonably appropriate to remedy the same, and Tenant agrees to pay to Landlord the reasonable, third-party, out-of-pocket cost thereof not later than forty-five (45) days following Landlord's demand therefor (accompanied by a reasonably detailed invoice with respect thereto), as additional rent. Notwithstanding the foregoing, if such repairs are the type that cannot be completed within the Cure Period, then, provided Tenant begins such repair within the Cure Period and proceeds diligently and in good faith thereafter to complete the repairs, the Cure Period shall be extended by that period as is reasonably necessary to effect such repair (which extension shall not exceed thirty (30) days if Landlord reasonably determines that such damage (i) constitutes an emergency, (ii) affects other tenants or the operation of the Building or (iii) is not contained within the Premises). Tenant shall defend, indemnify, and hold harmless Landlord and its representatives and agents from and against any and all claims, demands, liabilities, causes of action, suits, judgments, damages and expenses (including reasonable